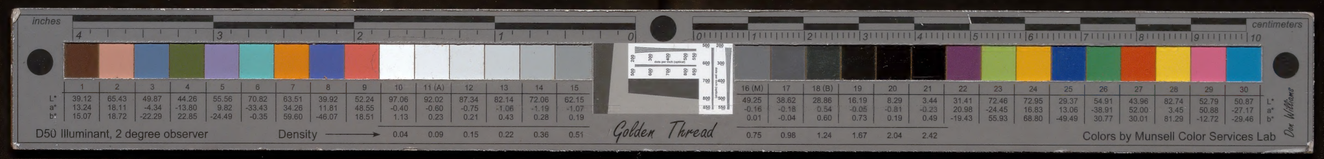
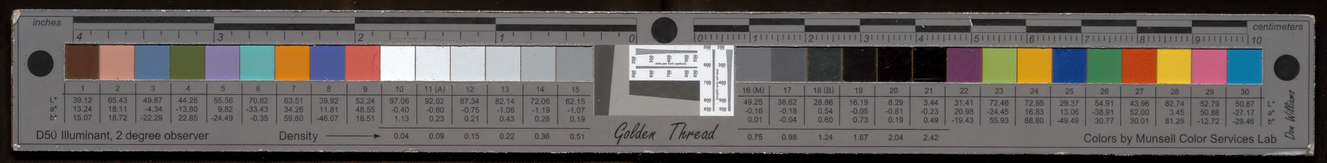


DEED

HENRY J. WILLIAMS

TO THE

LIBRARY COMPANY OF PHILADELPHIA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Accept Our
Appreciation

Your application for title insurance is being processed. The Report of Title will be issued promptly.

Please call us if we can help in completing settlement.

Miss Mohr

COMMONWEALTH LAND
TITLE INSURANCE COMPANY

4/18/1962
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APPLICATION C 104687 M

PROPERTY

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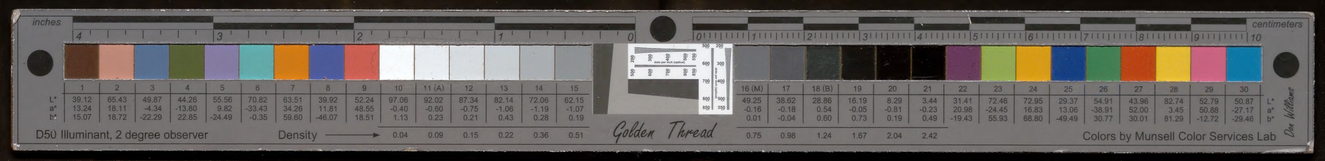
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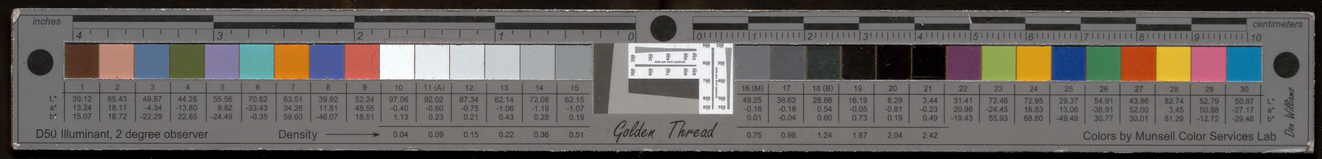
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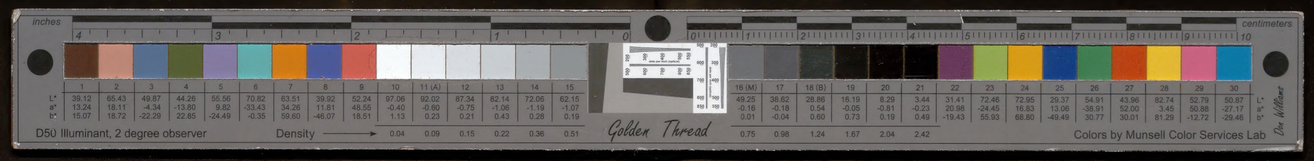
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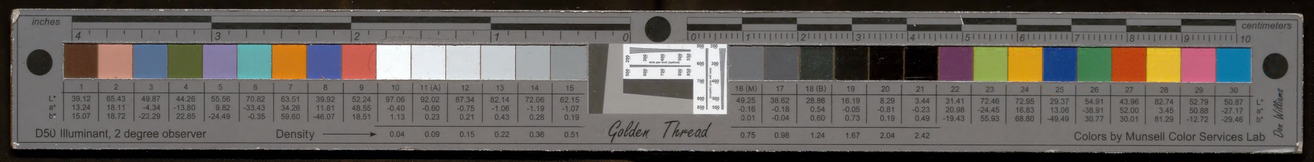
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SECRETARY BUREAU SURVEY MAY 7 1879 DEPARTMENT ENTERED

This Indenture, MADE this Sixth day of May in the year of our Lord one thousand eight hundred and seventy-eight BETWEEN HENRY J. WILLIAMS, of the city of Philadelphia, Esquire, Executor of the last will and testament of JAMES RUSH, deceased, of the first part, and THE LIBRARY COMPANY OF PHILADELPHIA, of the second part.

Whereas, JAMES RUSH, late of the said city, doctor of medicine, departed this life on or about the twenty-sixth day of May, A. D. 1869, seized and possessed of real and personal estate, having first made his last will and testament in writing and codicils thereto duly admitted to probate, wherein and whereby he did devise and bequeath as follows:—

"I will and direct that all my just debts, which will be found very few in number and insignificant in amount, shall be paid by my executor as soon as possible.

"It is my intention, by a codicil or codicils to this my will, to give considerable legacies, annuities and devises to different persons, but as I desire to take some time for reflection on this subject, and as I have made up my mind as to the disposition of my residuary estate after the payment of these legacies, annuities and devises; now, therefore, I do hereby give, bequeath and devise my whole estate, real and personal, legal and equitable, whatsoever and wheresoever the same may be, unto my brother-in-law, HENRY J. WILLIAMS, of the city of Philadelphia, his heirs and assigns, to be held by him for and upon the following trusts and purposes, and for and upon no other use, trust or purpose whatever—that is to say:—

"In trust, after paying, providing for and complying with all legacies, annuities, gifts, bequests and devises, declarations, and intentions which may be contained and expressed in any codicil or codicils to this my last will and testament which I may hereafter make (to be signed by me at the end thereof), whether the same be formally drawn or not; to have and to hold the whole residue and remainder of my estate, real and personal, whatsoever and wheresoever the same may be, for the following uses and purposes, viz.:—

"In trust, to select and purchase a lot of ground not less than one hundred and fifty feet square, situate between Fourth and Fifteenth and Spruce and Race streets, in the city of Philadelphia, and thereon to erect a fire-proof building sufficiently large to accommodate and contain all the books of the Library Company of Philadelphia (whose library is now at the corner of Fifth and Library streets), and to provide for its future extension according to plans, directions and specifications which I shall hereafter make or give; but if I should not make or leave any such plans, directions or specifications, then to erect the same according to his best judgment and to the views which I have expressed to him. It is my wish that this building should be exceedingly substantial, completely fire-proof, without any large, lofty or merely ornamental halls or lecture-rooms; the whole interior to be divided in such a way as to contain the greatest number of books, to be well lighted, and so arranged as to be of easy and convenient access.

But see First of Second Codicil; pg 26 of printed will: and also 73 Pa 249 @ pg

"**And upon this further Trust,** so soon as this building is completed and ready for occupation, then in trust to convey the same, with the lot of ground whereon it is erected, unto 'The Library Company of Philadelphia' aforesaid, and their successors, for the uses and purposes of their library, and for no other use or purpose whatever.

"**Provided,** however, that before any such conveyance shall be made to the said Library Company, they shall, either by an alteration in their charter, or in some other way satisfactory to my executor, bind themselves and their successors to conform to and comply with the following express conditions, and any others I may hereafter impose, under which they are to hold the said property and all other bequests and devises herein or hereafter given to them:—

"*First.*—That the said Library Company shall not cause, allow or permit any lectures, public orations or oral addresses or exhibitions of any kind to be delivered, given or to take place on the said lot of ground, or in the said building; nor shall they cause, allow or permit the formation of any museum, cabinet, gallery or collection of natural history, statuary, sculpture, portraits or paintings thereon and therein, nor shall they use, apply or expend any funds, derived from me, or under my will or any codicil thereto, in procuring or defraying the expenses of any such lectures or exhibitions, public orations or oral addresses, or in the establishment or support of or for additions to any such museum, cabinet, gallery or collection, painting, or portraits (and especially that of the testator) on the said lot and in the said building or elsewhere.

"These are objects foreign to and inconsistent with the legitimate purposes of a public library, and it is only for the preservation, extension and free and convenient use of such a library, without any ambitious or pretentious display, that it is desired to make provision.

"*Second.*—That all the accounts of the receipts and expenditures from the estates aforesaid, real and personal, shall be kept separate and distinct from all other accounts of the said Library Company, and shall all be headed and kept as the accounts of 'THE RIDGWAY BRANCH

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OF THE LIBRARY COMPANY OF PHILADELPHIA,' so that it may be always easily and certainly ascertained whether the application of those estates and the income derived therefrom has been in accordance with the provisions of this my will.

"And I further will, direct, bequeath and devise that whenever the said building shall have been completed and transferred to the said Library Company, and the preliminary conditions complied with, then my said executor shall assign, transfer and convey, by one or more deeds and instruments, all the rest and remainder of my residuary estate not laid out and expended in the purchase of the lot and the construction of the building aforesaid, and in the legal and customary charges and expenses, unto the Library Company, to be held and used by them and their successors for the following uses, trusts and purposes:—

"*First.*—In trust to keep the whole of the real estate granted and conveyed to them by my executor, in good order and repair, and to make from time to time such additions to the library building as may be found necessary for the extension and preservation and convenient use of the said library and all additions thereto.

"*Second.*—In trust, after paying all necessary taxes, charges and expenses incident to the said property, to set aside annually ten per cent. of the clear net income, to form a contingent fund, to be invested, and the interest added to the principal, which fund, or so much thereof as may be required, shall be applied:—

"1st. To build upon, improve, alter and renew any lands and tenements hereby devised to the said Company, so as to increase the income derived therefrom.

"2d. To make good and replace any losses from the failure of any investments made of or from the property hereby bequeathed for the said Company; and,

"3d. Whenever the said contingent fund shall amount to $30,000, then to pay over and apply the whole surplus beyond the said $30,000 for the general purposes to which the income of this residuary estate is herein directed to be applied.

"*Third.*—In trust to pay all necessary salaries of the librarian and his assistants, and the expenses of binding and preserving the books of the whole library, making cheap catalogues, and all charges incident to its care and management. The said library is to be kept open from nine o'clock, A. M., until at or near sunset, except on Sundays and holidays.

"*Fourth.*—And in trust, after complying with and fulfilling the previous trusts and purposes hereinbefore contained and expressed, to apply the remainder or surplus of the said net annual income, or so much thereof as may be necessary or desirable, to the increase and extension of the said library.

"But I direct that no portion of my real estate aforesaid shall be sold by the Library Company for ten years after my death, nor then, unless it be absolutely necessary for the purposes of this trust, even if additional income should be derived therefrom; and in no case, unless the said sales are sanctioned by a decree of the Orphans' Court or a court of equity, which shall decide such sales are not in contravention of the spirit of this my will.

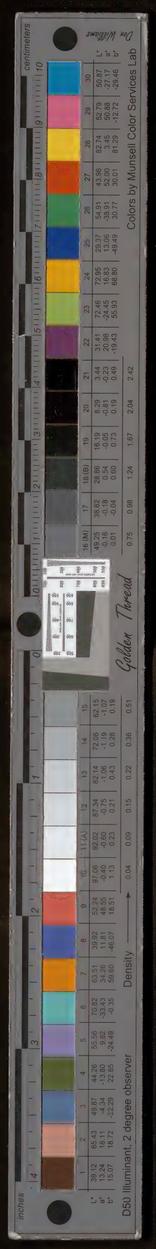
"And in order to enable my executor to carry out the directions of this my will, I hereby authorize and empower him to grant, bargain and sell any part or parts of my real estate, at public or private sale, for any price or consideration, with any restrictions, reservations, covenants or conditions, for cash or on credit, taking security on the premises for the balance of the purchase-moneys; or to let on ground-rent, mortgage, exchange, or make partition of the same, or any part or parts thereof; and to seal, execute and deliver all deeds, conveyances, mortgages, assurances or other instruments, necessary for the purposes aforesaid, without any obligation on the purchaser or purchasers to see to or be responsible for the application of the purchase-money or other consideration, or for the propriety of the exercise of this power.

"And I further will, devise and direct that all investments, if any should be made by my executor, and all those which may at any time hereafter be made by the said Library Company from the principal or income of my said estate, shall be in ground-rents or other real estate in the State of Pennsylvania, or in bonds and mortgages upon property within the said State, or in loans of the said State, or of the United States; and lastly, I hereby appoint my brother-in-law, HENRY J. WILLIAMS, of the city of Philadelphia, executor of this my last will and testament."

And in and by the first codicil to his said will, he, the said testator, did further direct as follows:—

"**Whereas**, By my said last will and testament, I have provided that the bequests and devises to the Library Company of Philadelphia are to be held under the conditions and restrictions therein contained, and any others which I might thereafter impose; now, therefore, in accordance with, and in execution of that provision, I add and impose the following conditions, restrictions and directions:—

"*First.*—One of my objects in giving my residuary estate for the use of the said Library Company was to express my respect and regard for my father-in-law, the late Jacob Ridgway, and my affection for and gratitude to his daughter, Phœbe Anne Rush, by erecting to their memories a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monument which I hope will prove more durable than any other grateful record I could make, and be infinitely more useful to the community. As it was from them I derived the greater part of my property, which (under the special and prudent management of faithful and trustworthy agents) has enabled me to devote happily, and undisturbed, the latter part of my life to pursuits of scientific inquiry, which I have designed to be more beneficial than the more common enjoyment of an ample fortune, it is both just and proper that I should thus employ it, the more especially as Mrs. Rush had led me to believe that, if she had survived me, she would have applied it to a similar purpose. Now, in order to carry out this intention in a public and permanent form, I direct my executor to have a marble slab with the following inscription on a plain ground, with a border of simple moulding, without any surrounding ornaments, placed and maintained on some appropriate part of one of the interior rooms of the new library building, in which my private library and other personal effects are to be preserved:—

THE RIDGWAY BRANCH
OF THE
PHILADELPHIA LIBRARY.
A MONUMENT TO THE MEMORY OF
JACOB RIDGWAY
AND OF HIS DAUGHTER,
MRS. PHŒBE ANNE RUSH.

"*Second*—I direct my executor to have inserted in the act of Assembly, which will be required to carry out the provisions of my will and codicils, clauses enacting—

"1st. That not more than one-fourth of the directors of the Library shall belong to any one of the three learned professions, of law, theology or medicine. This clause is, however, not intended to exclude any of the present members from re-election.

"2d. That the number of shares in the Library shall be limited to those actually issued at the time of my death. But the managers, by their by-laws, shall have the authority to allow any respectable person, depositing an amount and paying an annual sum to be fixed by the Board of Managers, to have the full and free use of the Library, as completely as if they were shareholders.

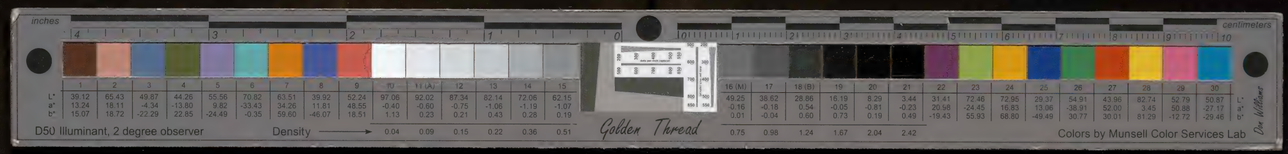
"3d. That the Library shall not connect themselves with any other body, corporate or politic; my residuary estate will form a large fund for the use of the Library, and I wish them to be free from every inducement to go beyond what I consider the legitimate objects of a Library Company.

"*Third.*—I will add that my reasons for choosing the Philadelphia Library Company for my residuary legatee and devisee are because it has always been conducted quietly and unobtrusively, steadily pursuing the appropriate objects for which such libraries were established, keeping entirely aloof from the excitement of politics and of other means whereby public bodies so frequently seek to obtain an evanescent and mischievous notoriety, and because during my early life I derived great pleasure and advantage from the use of its books, and from the readiness and civility with which they were always furnished me.

"*Fourth.*—I understand that the Managers of the Library Company have never applied any of its funds to defray the expenses of the very simple refreshments of which they are accustomed to partake at the monthly meetings of the board, but have invariably paid them from their own personal means. I highly approve of this course, which I fear is not very usual, and in order that their example may be followed by their successors, I direct that no part of the funds of the Ridgway Branch of the Philadelphia Library shall ever be used or expended in providing refreshments, lunches (so called), feasts or entertainments for managers, visitors, shareholders or for any other persons whatever.

"*Fifth.*—I do not wish that any work should be excluded from the library on account of its difference from the ordinary or conventional opinions on the subjects of science, government, theology, morals or medicine, provided it contains neither ribaldry nor indecency. Temperate, sincere and intelligent inquiry and discussion are only to be dreaded by the advocates of error. The truth need not fear them, nor do I wish the Ridgway Branch of the Philadelphia Library to be encumbered with the ephemeral biographies, novels and works of fiction or amusement, newspapers or periodicals, which form so large a part of the current literature of the day. The great object of a public library is to bring within the reach of the reader and student works which private collections do not, and cannot contain, and which in no other way could be accessible to the public. Its excellence will depend—not upon the numbers of its volumes—but upon their intrinsic value, and I wish the principle to be carried out by the managers, who, I will hope, will never be influenced by the too common ambition for mere numerical superiority.

"*Sixth.*—I give and bequeath all my pictures, my private library, my manuscripts, copyrights and papers, and also those of my father, Dr. Benjamin Rush (in my possession), to the Library Company, to be by them placed in a room in the new building, and there safely kept. The books may be used as the other books of the Library Company, but this room is not to be opened to gratify idle or objectless curiosity.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"*Seventh.*—I will and direct that the building to be erected for the Philadelphia Library Company, under the provisions of my will, shall have a basement story, of a height not less than eight feet six inches above the level of the pavement at its front, leaving the height of such basement in the rear to depend upon the grade for the drainage of the lot. The entrance to the front of the story, immediately above the basement, shall be by a broad flight of stone steps. Other entrances may be made in such places and manner as convenience or necessity may require.

"*Eighth.*—If the Philadelphia Library Company should omit or decline to accept my residuary estate on the terms and conditions in my will and codicils contained, or fail to comply with any of the preliminary stipulations and directions therein mentioned, then I give and devise the whole residue of my estate, real and personal, whatsoever and wheresoever the same may be, after paying and securing all annuities, bequests, legacies and devises, other than those to the said Library Company in this, or any future codicil contained, unto HENRY J. WILLIAMS, my executor, in my said will named, his heirs, executors and administrators, in trust, therewith to found and endow a public library entirely distinct from, and independent of, the Philadelphia Library Company, to be named and called the Ridgway Library, under the rules, regulations, conditions and stipulations in my said last will and the codicils thereto expressed and contained. I wish that the greater part of my estate may be spent in completing the new library building. The annuities, as they expire and fall into my residuary estate, will be amply sufficient for all the legitimate purposes of a library.

"*Ninth.*—By my last will and testament hereinbefore referred to (dated February 26th, 1860), I have given, bequeathed and devised my whole estate, real and personal, unto HENRY J. WILLIAMS, my executor, his heirs, executors, administrators and assigns, in trust; in the first place to provide for, pay and comply with all legacies, gifts, annuities, bequests and devises, declarations and intentions which may be contained or expressed in any codicil to the said last-mentioned will and testament, which I might thereafter make, to be signed by me at the end thereof, whether formally drawn or not; now, therefore, in pursuance of the above provision, I hereby direct, declare, bequeath and devise as follows:—"

And he, the said testator, did then bequeath certain legacies and annuities to the several persons therein named, of which said annuities those only hereinafter particularly named are still subsisting and payable.

And he, the said testator, did further direct as follows:—

"I will and direct that all legacy or collateral inheritance taxes chargeable upon the bequests, legacies and annuities given or bequeathed by my last will and testament, or by any codicil thereto, shall be paid from and out of my residuary estate."

"And I further will and direct that all the annuities which I have given, or which I may hereafter give, shall, upon the expiration of the periods for which they were respectively given, fall into and become part of my residuary estate."

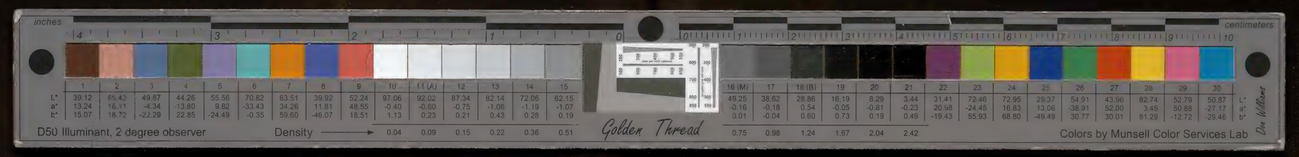
And in and by a certain other codicil to his said will, he, the said testator, did further direct as follows:—

"*First.*—I have given and devised the greater part of my estate to my executor for the purpose of erecting for the Library Company of Philadelphia a building not only large enough to contain their present books, but also their probable increase for many years to come. Now, as I do not desire that the Library Company shall have an income greater than is required to provide for the legitimate (not a competing) increase of the Library and their current expenses (not to be so large as to invite extravagance and waste), for which purposes the sums to be set apart to secure the legacies and annuities given by my said will and testament will be sufficient, I hereby authorize and direct my said executor to expend the whole remainder of my estate in the purchase of a lot and the erection of a library building, construction of book-cases, etc., leaving the said company only an income sufficient to defray the ordinary and strictly appropriate expenses of such an institution.

"I have observed that large annual incomes in corporate bodies almost invariably lead to wasteful extravagance, and cause the institutions to become the prey of schemers. * * * As a condition, therefore, of my will, let the managers and contributors join to exclude all such persons from the direction of the Library Company.

"*Second.*—I have in my will limited the extent of the lot to be purchased for the library building as well as its locality; but as I desire that it shall have not only strength, durability and accommodation, but also be of sufficient magnitude for any future or contingent, but not an ambitious or competing, increase of the library; in order to prevent, if possible, its being torn down in twenty years and the lot sold at a speculative profit to meet the hyperbole of the times. I authorize and allow my executor under a broad and thoughtful foresight to increase the size of the lot and select any situation he may deem most expedient without regard to any provision of my will or codicils.

"*Third.*—I have given the copyrights of all my works to the library company, and I will and direct that they shall, for the next half century, publish every ten years (and earlier and oftener if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called for) an edition of five hundred copies of any or all of them, so that they shall always have on hand a number sufficient to supply any demand which may be made for any or either of them at a price not exceeding the cost of publication. I leave additions and corrections in the printer's copies, preparatory to a subsequent edition which I imperatively require to be published exactly as they are left. The original parts of them have been written *without assistance,* and I wish to be alone responsible for all the faults of thought, division, definition and style, and of my corrected orthography, as I consider it.

"*Fourth.*—In order to insure as far as is in my power the application of the various devises and bequests which I have made for the use and benefit of the Library Company, in accordance with my wishes and directions, I hereby devise, direct, will and declare that the whole and every part of my estate, real and personal, given or devised for the use and benefit of the said Library Company, and all the books and furniture purchased by them with the income and proceeds thereof, shall be taken and held by them (whenever the same by the provisions of my will, or of any codicil thereto, shall come into their possession, and become subject to their control), as trustees, for the uses, objects, trusts and purposes in my will, and any codicil thereto mentioned and expressed; and if the said Library Company shall in any respect violate or omit to comply with any of the provisions, conditions or directions, regulations or restrictions therein contained then I will and direct that the Pennsylvania Company for Insurances on Lives and Granting Annuities shall and may (or, if they omit, neglect or refuse so to do, any citizen of the city of Philadelphia) apply to the proper courts of this Commonwealth to compel the said Library Company to comply with the provisions of my said will and codicils, or to remove them from the said trusts, and transfer the whole real and personal estate aforesaid, including the library building, and all the books and furniture belonging to the Ridgway Branch of the Philadelphia Library, unto the said Pennsylvania Company for Insurances on Lives and Granting Annuities, or if they shall neglect or refuse to accept this trust, to some other trust company of the city of Philadelphia, who shall take and hold the whole of the said estates, real and personal, library building, books, and furniture aforesaid, in trust to collect and receive the whole income thereof, and apply the same to the uses, objects and purposes of my said will and codicils thereof; permitting, however, if in their sole discretion they shall think proper so to do, but not otherwise, the said Philadelphia Library Company to occupy the library building and to take charge of the books, etc., of the Ridgway Branch thereof; provided they shall do so under the absolute direction and control of the new trustees, who shall strictly supervise and entirely control and direct all the expenditures of my estate in relation thereto; and who may at any time, remove them from the said charge, if the Library Company shall not submit and conform to such control and direction."

As in and by the last will and testament and codicils thereto will fully appear.

And Whereas, The said party of the first part has paid the debts of the testator, and has paid and discharged the several legacies by him bequeathed;

And Whereas, Of the several annuities bequeathed by the said testator and not revoked, there are still subsisting and payable only those bequeathed to the following-named persons—that is to say, Catharine Little, Mary Ritchie, Anna Maria Rush, Sarah Catharine Rush, Richard Henry Rush and Julia W. Biddle;

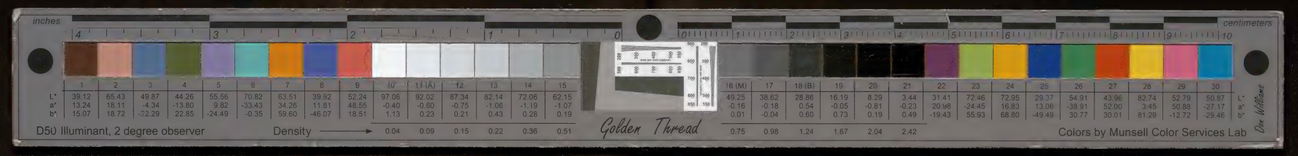
And Whereas, The said party of the first part, in the exercise of the discretion so as aforesaid to him given in and by the said last will and codicils, did select certain premises situate on the east side of Broad street, between Carpenter and Christian streets, in said city, which said premises were conveyed to him, the said party of the first part, by indenture from Charles Smith and others, dated the tenth day of June, A. D. 1869, recorded at Philadelphia in Deed-book J. T. O., No. 245, page 363, &c., on which said lot of ground he, the said party of the first part, has erected a building in accordance with the directions and requirements of the said last will and codicils, which said building is now completed and ready for occupation;

And Whereas, At a meeting of the members, otherwise called shareholders, of the said party of the second part, duly convened on the twentieth day of October, A. D. 1869, there was duly adopted the following resolution, to wit:—

Resolved, That the stockholders of the Library Company of Philadelphia do hereby accept the legacy of Dr. James Rush, according to the terms expressed in his will.

And Whereas, By an act of the General Assembly of the Commonwealth of Pennsylvania, approved the twenty-third day of February, A. D. 1870, entitled "An act relative to the Ridgway Branch of the Philadelphia Library," it was provided as follows:—

"SECTION 1. *Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania, in General Assembly met, and it is hereby enacted by the authority of the same,* That the Library Company of Philadelphia be and they are hereby authorized to act as trustees for the Ridgway Branch of the Philadelphia Library and the trusts pertaining thereto, under the last will and codicils of James Rush, late of the city of Philadelphia, doctor of medicine, upon the conditions and provisions therein contained, without limitation as to the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yearly value or income of the said trust estate, but in such manner that the real and personal property of the company, including such books, pictures, statues and other works of literature and art as now are or shall hereafter be held by them in their own right or on any other or different trusts, shall be in no wise affected thereby, but shall remain and be under their own entire and exclusive control and disposition; and the said company are hereby empowered, after acceptance of this act by the members of the said company, to apply from time to time to the Court of Common Pleas for the City and County of Philadelphia for such further amendments to the charter of the company as may be necessary to carry into effect the conditions and provisions of the said will and codicils in accordance with the directions of this act."

And Whereas, At another meeting of the members of the said party of the second part, duly convened on the twenty-fifth day of May, A. D. 1870, there were duly adopted the following resolutions, to wit:—

"**Resolved,** That the Library Company of Philadelphia do accept the provisions of the act of General Assembly of the Commonwealth, approved the twenty-third day of February, 1870, entitled an act relative to the Ridgway Branch of the Philadelphia Library.

"**Resolved,** That the directors be requested to apply to the Court of Common Pleas of Philadelphia County for the following amendments to the charter of the company:—

"'PROPOSED AMENDMENTS TO CHARTER OF THE LIBRARY COMPANY OF PHILADELPHIA."

"'1. The Library Company of Philadelphia shall hereafter be held and taken to possess all such powers and capacities as may be necessary to enable them to act as trustees under the will of the late DR. JAMES RUSH, according to the provisions of an act of the General Assembly of the Commonwealth, approved on the twenty-third day of February, one thousand eight hundred and seventy (1870), entitled "An act relative to the Ridgway Branch of the Philadelphia Library.

"'2. So long as the Library Company shall act as such trustees, they shall do so under the following limitations and conditions:—

"'*First.*—Not more than one-fourth of the directors of the library shall belong to any one of the learned professions of law, theology or medicine; but this shall not operate so as to exclude from re-election any of those who were members of the board at the time of the death of the said Dr. James Rush.

"'*Second.*—The number of shares in the library shall be limited to those actually issued at the time of the death of Dr. Rush, but the managers by their by-laws shall have the authority to allow any respectable persons depositing an amount and paying an annual sum to be fixed by the board of managers, to have the full and free use of the library as completely as if they were shareholders.

"'*Third.*—The library shall not connect themselves with any other body, corporate or politic.'

"**Resolved,** That in assuming the administration of this munificent endowment, the Library Company desire to record their high appreciation of the confidence reposed in them by Dr. Rush, and to express on behalf of the community at large a proper acknowledgment of the great benefit which the testator designed for the advancement of literature and science in this city.

"**Resolved,** That the chairman be requested to communicate to Henry J. Williams, Esq., these resolutions, and to convey to him at the same time the thanks of the Library Company for his long and useful services as a director, and the warm interest he has always taken in their welfare."

And Whereas, In pursuance of the said last-mentioned resolutions the party of the second part did, on the thirty-first day of October, A. D. 1870, present its petition or memorial to the Court of Common Pleas of Philadelphia County, setting forth the said act of the General Assembly and the said resolution last aforesaid, and praying that the said amendments might be allowed to be made to the charter of the said company and form a part thereof, according to the act of the General Assembly aforesaid in such case made and provided; whereupon it was so proceeded that on the tenth day of December, A. D. 1870, it was ordered and decreed by the said court that the same be deemed and taken to be a part of the instrument upon which the said corporation was formed and established, to all intents and purposes as if the same had been originally made part thereof, and that the said amendments be recorded in the office for recording of deeds in and for said county; as in and by the said memorial, amendments and order of the said court, recorded at Philadelphia in Miscellaneous Book J. A. H., No. 1, page 45, &c., will fully appear.

inches
centimeters
D50 Illuminant, 2 degree observer
Density
0.04 0.09 0.15 0.22 0.36 0.51
0.75 0.98 1.24 1.67 2.04 2.42
Golden Thread
Colors by Munsell Color Services Lab
Dan Williams

And Whereas, In a certain suit in equity in the Court of Common Pleas of Philadelphia, No. 1, to September Term, 1877, No. 1296, wherein the said party of the first part hereto was the complainant, and the said party of the second part hereto and the said Caroline Little, Mary Ritchie, Anna Maria Rush, Richard Henry Rush, and Julia W. Biddle and Alexander Biddle were the defendants, it was so proceeded that upon a reference to a master it was ascertained and found that the annuities bequeathed by the testator would be sufficiently secured and provided for by the execution of these presents; that the said party of the second part hereto has conformed to and complied with the conditions prescribed by the testator under which it was to hold the said devise and bequest; that the party of the first part hereto had done and performed all things necessary to entitle him to call upon the said party of the second part hereto to elect to accept or decline the said devise and bequest; that the said party of the second part hereto was and is in possession of all such material facts touching the condition of the said estate and its present and future liabilities as ought to enable it so to elect; and that the said party of the second part had elected to accept the said devise and bequest of the said testator, according to the terms expressed in his will; that the said party of the second part hereto was and is now entitled to receive from the said party of the first part hereto a transfer and conveyance of the said residuary estate of the said testator. And by the decree of the said Court thereon, the present indenture was settled and ordered to be executed and delivered by the said parties of the first and second parts hereto.

Now this Indenture Witnesseth, That the said party of the first part hereto, in consideration of the premises, and of the sum of one dollar lawful money of the United States to him paid by the said party of the second part at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and in execution of the powers and trust conferred by the said last will and codicils, and in obedience to and execution of the said decree of the said Court,

HATH granted, bargained, sold, assigned, transferred and set over, and by these presents and by virtue of the several powers and authorities in and by the said last will and testament and codicils thereto contained him in that behalf enabling, and in execution thereof, and in obedience to the said decree of the said Court of Common Pleas in that behalf, DOTH grant, bargain, sell, assign, transfer and set over unto the said party of the second part hereto, its successors and assigns, all and singular the funds, securities and investments, lands, tenements and hereditaments which were of him, the said testator, not heretofore sold, conveyed, assigned or disposed of by him, the said party of the first part, now forming the rest and remainder of his the said testator's residuary estate, real and personal, and mentioned in the schedule annexed to the report of the master in the said cause, and of which a copy is annexed hereto, and any other estate, real and personal, of him, the said testator, now forming the rest and residue, whether therein particularly mentioned and set forth or not, together with all and singular the appurtenances thereunto respectively belonging.

To have and to hold the same to the said party of the second part hereto, its successors and assigns, to and for the only proper use and behoof of the said party of the second part hereto, its successors and assigns forever.

In Trust, Nevertheless, to, for, and upon the several uses, trusts, objects, intents and purposes hereinafter declared and set forth of and concerning the same—that is to say, subject to the payment of the annuities aforesaid, in trust to, for and upon the several uses, objects, trusts, intents and purposes, and under and subject to the several conditions, limitations and provisoes by him, the said testator, in and by his said last will and testament and codicils thereto, limited and declared of and concerning his said residuary estate, and to and for no other use whatsoever.

And the party of the second part hereto doth hereby for itself, its successors and assigns, covenant, promise and agree to and with the said party of the first part hereto, his heirs, executors and administrators, that the said party of the second part, its successors and assigns, shall and will, so long as the said party of the second part hereto shall act as trustees under the said last will and codicils of the said testator, at all times hereafter forever faithfully do, keep and perform all the several acts, covenants, terms and conditions by him, the said testator, in and by his said last will and codicils limited, designated and prescribed, of and concerning his said estate so as aforesaid devised and bequeathed, as fully and at large, to all intents and purposes, as though the same were herein repeated and set forth at length.

And the said party of the first part, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said party of the second part hereto, its successors and assigns, that he, the said party of the first part, his heirs, executors and administrators, shall and will at the request and cost of the said party of the second part, its successors and assigns, execute and deliver all such other and further instruments and assurances in the law for the better, further or more perfectly assuring the premises hereby transferred and conveyed to the use and in the manner aforesaid, as by the said party of the second part, its successors and assigns, or its counsel, learned in the law, shall be reasonably devised, advised or required.

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D50 Illuminant, 2 degree observer
Density
Gretag Macbeth

In Witness Whereof, The said party of the first part has hereunto set his hand and seal, and the said party of the second part has hereunto set its corporate seal, the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF US BY THE ABOVE-NAMED HENRY J. WILLIAMS:

James S. Farmer
George House

Henry J. Williams
Ext of Dr. J. Rush

SEALED AND DELIVERED IN THE PRESENCE OF US BY THE ABOVE-NAMED THE LIBRARY COMPANY OF PHILADELPHIA:

Wm Henry Rawle
Angelo P. Freedley

Attest
Wm Henry Rawle
Secretary

Schedule

REFERRED TO IN THE FOREGOING INDENTURE.

conveyed to City of Phila by the L.C. Trustees in Jany 1964 under Decree of the O.C. dated 11/21/1963

By Oct 1952 all other parcels sold, except 443-5 Maquelia St, now Randolph St, which is under lease to Phila & Rdg Rwy for 999 yrs from 1-1-1905 See next page

ALL THAT CERTAIN lot of ground, on portions of which are erected the Library and other buildings, situate between Broad street, Thirteenth street, Christian street and Carpenter street, and containing in front on said Broad street two hundred and ninety-nine feet five inches.

Sold Jany 15-1907 Decree of O.C. 12-17-1906

ALL THOSE EIGHT CERTAIN contiguous lots of ground and messuages (Nos. 1200, 1202, 1204, 1206 and 1208 Callowhill street and 330, 332 and 334 North Twelfth street), situate at the south-west corner of Callowhill and Twelfth streets; containing together on Callowhill street eighty-two feet and on Twelfth street of that width one hundred and forty feet to Carlton street.

Sold May 20 1920 Decree of O.C. 2-3-20

ALL THAT CERTAIN lot of ground and three messuages (Nos. 415 South street and 4 and 6 Berlin street), situate at the north-west corner of South and Berlin streets, between Fourth and Fifth streets; containing in front on South street twenty feet and in depth on Berlin street ninety-two feet three inches, the said lot widening on the northermost end thereof to about forty-three feet.

condemned by City of Phila, as Randolph St., 8-13-25 8-20-25

ALL THOSE THREE CERTAIN contiguous lots of ground and messuages (Nos. 17, 19 and 21 Pennsylvania avenue), situate on the east side of Pennsylvania avenue, between Fifth and Sixth streets and Vine street and Mulberry alley, at the distance of one hundred and thirty-nine feet eight inches south of Vine street; containing together in front forty-five feet and in depth on the south line thirty-one feet five inches to a point; thence extending north forty-one feet nine inches; thence west five feet; thence north three feet three inches and thence west twenty-six feet five inches to Pennsylvania avenue aforesaid.

also known as 251-53-55 North Randolph

ALL THOSE THREE CERTAIN contiguous lots of ground and messuages (Nos. 25, 27 and 29 Pennsylvania avenue), situate on the east side of the said Pennsylvania avenue, at the distance of seventy-nine feet eight inches south of Vine street; containing together in front forty-five feet and in depth on the south line thirty-one feet five inches to a point; thence extending north forty-one feet nine inches; thence west five feet; thence north three feet three inches and thence west twenty-six feet five inches to Pennsylvania avenue aforesaid.

also known as 259-61-63 North Randolph

condemned by City of Phila 11-5-06

ALL THAT CERTAIN lot of ground and seven messuages (Nos. 516 Vine street and 1, 2, 3, 4, 5 and 6 Clawges court), situate at the south-west corner of Vine street and Pennsylvania avenue aforesaid; containing in front on Vine street twenty-two feet and in depth on said Pennsylvania avenue three hundred and six feet to Mulberry alley, SUBJECT to a yearly ground-rent of forty-four dollars.

Sold 14 Sept 1950 Decree of O.C. 7-26-50

ALL THAT CERTAIN lot of ground and messuage (No. 62 North Front street), situate on the west side of Front street, at the distance of thirty-four feet two and one-half inches south of Arch street; containing in front on said Front street nineteen feet eight inches and in depth on the south line seventy-seven feet and on the north line seventy-eight feet five and one quarter inches

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to a four-feet-two-inches wide alley leading into Arch street, on which alley it contains nineteen feet six inches.

ALL THAT CERTAIN lot of ground and two messuages (Nos. 64 and 66 North Front street), situate at the south-west corner of Arch and Front streets; containing in front on Front street thirty-four feet two and one-half inches and in depth on the said Arch street thirty-three feet three and one-half inches and on the south line thirty-two feet five and one-quarter inches, the rear end containing in breadth thirty-four feet.

ALL THAT CERTAIN lot of ground and messuage (Nos. 139 North Front street and 136 North Water street), situate on the east side of Front street, at the distance of two hundred and forty-five feet one inch southward from the south-east corner of Front and Race streets; containing in front on Front street eighteen feet nine and one-half inches and in depth forty-one feet to Water street.

ALL THAT CERTAIN lot of ground and messuage (Nos. 141 North Front street and 138 North Water street), situate on the east side of Front street, at the distance of two hundred and fourteen feet one inch southward from the south-east corner of Front and Race streets; containing in front on Front street thirty-one feet and in depth forty-one feet to Water street.

ALL THAT CERTAIN lot of ground and messuage (Nos. 239 North Front street and 240 North Water street), situate on the east side of Front street, at the distance of two hundred and forty-nine feet one inch southward from the south-east corner of Vine and Front streets; containing in front on Front street sixteen feet five inches and in depth forty-one feet to Water street, on which it contains sixteen feet six and one-half inches.

ALL THAT CERTAIN lot of ground and messuage (Nos. 241 North Front street and 242 North Water street), situate on the east side of Front street, at the distance of two hundred and thirty-two feet eight inches southward from the south-east corner of Vine and Front streets; containing in front on Front street sixteen feet five inches and in depth forty-one feet to Water street, on which it contains sixteen feet six inches.

ALL THAT CERTAIN lot of ground and twelve messuages (Nos. 21, 23 and 25 North Second street and 1, 2, 3, 4, 5, 6, 7, 8 and 9 Jenkins place), situate on the east side of Second street, at the distance of thirty feet north of Church street, formerly called Jones alley; containing in front on Second street forty feet ten and one-half inches and in depth two hundred and four feet, the width on the rear end being forty feet seven inches.

ALL THAT CERTAIN lot of ground and messuage (No. 10 South Second street), situate on the west side of Second street, at the distance of sixty-nine feet south of Market street; containing in front on Second street thirteen feet eight inches and in depth forty-four feet to a three-feet-wide alley.

ALL THAT CERTAIN lot of ground and messuage (Nos. 614 and 616 Market street), situate at the south-east corner of Market and Decatur streets; containing together in front on Market street thirty-eight feet three and one-half inches and in depth on Decatur street one hundred and eighteen feet.

ALL THOSE TWO CERTAIN contiguous lots of ground and messuages (Nos. 443 and 445 Magnolia [now Randolph Street] street), situate on the east side of Magnolia street, at the distance of seventy-seven feet ten inches south of Noble street; containing together in front on Magnolia street thirty feet and in depth forty-four feet eleven inches.

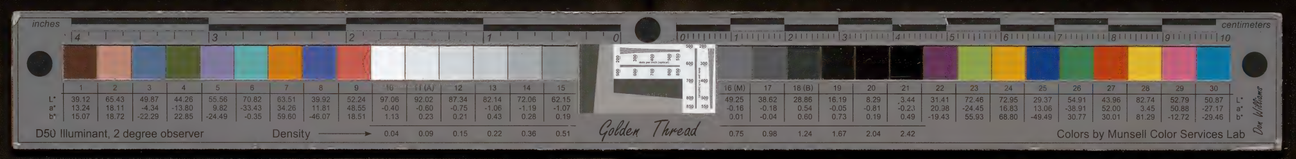
ALL THAT CERTAIN lot of ground and messuage (No. 139 New street), situate on the north side of New street, at the distance of ninety feet one and one-fourth inches east of Second street; containing in front on New street seventeen feet and three-fourths of an inch and in depth on the east line fifty-one feet to a point; thence west seventeen feet and three-fourths of an inch; thence south four inches; thence in a westerly direction six feet; thence south seventeen feet seven and one-half inches; thence east five feet six inches, and thence south thirty-two feet four inches to New street aforesaid.

ALL THAT CERTAIN lot of ground and messuage (No. 133 North Eighth street), situate at the north-east corner of Cherry and Eighth streets; containing in front on Eighth street twenty-two feet five inches and in depth on Cherry street sixty feet one inch.

ALL THOSE THREE CERTAIN contiguous lots of ground and messuages (Nos. 148, 150 and 152 North Eighth street), situate on the west side of Eighth street and south side of McAllister's court, between Race and Cherry streets; containing together in front on Eighth street fifty-two feet and in depth eighty feet.

ALL THAT CERTAIN lot of ground and messuage (No. 259 North Ninth street), situate on the east side of Ninth street, at the distance of one hundred and eight feet south of Vine street; containing in front on Ninth street eighteen feet and in depth ninety-three feet to Schell street, SUBJECT to a yearly ground-rent of one hundred dollars.

... street, and thence westward along the same sixteen feet to the place of beginning.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Don Williams

ALL THAT CERTAIN yearly ground-rent of eight hundred and forty dollars, payable on the first day of January and July in each year, by Elizabeth Woodhull Freeman *et al.*, their heirs and assigns, issuing out of a certain lot of ground, with the three-story brick messuage thereon erected, situate on the south side of Walnut street, between Eleventh and Twelfth streets, at the distance of seventy feet six inches west of Quince street; containing in breadth on Walnut street twenty-three feet six inches and in depth one hundred and five feet.

ALL THAT CERTAIN yearly ground-rent of seventy-two dollars, payable on the first day of February and August in each year, by Peter McAnally, his heirs and assigns, issuing out of a certain lot of ground, situate on the north side of Carpenter street, beginning at a point thereon at the distance of one hundred and forty-four feet east of Tenth street; thence northward at right angles with said Carpenter street fifty-four feet one inch; thence further northward at right angles with Hall street fifty-four feet one inch to the south side of said Hall street; thence eastward along the same sixteen feet; thence southward at right angles with said Hall street fifty-five feet five inches; thence further southward at right angles with Carpenter street fifty-five feet five inches to the north side of Carpenter street, and thence westward along the same sixteen feet to the place of beginning.

ALL THAT CERTAIN yearly ground-rent of ninety-six dollars, payable on the first day of February and August in each year, by Joseph D. Greene, his heirs and assigns, issuing out of a certain lot of ground, situate on the north side of Carpenter street, beginning at a point thereon at the distance of one hundred and twenty-eight feet eastward from Tenth street; thence northward at right angles to Carpenter street fifty-two feet nine inches; thence further northward at right angles to Hall street fifty-two feet nine inches to the south side of said Hall street; thence eastward along the same sixteen feet; thence southward at right angles to said Hall street fifty-four feet one inch; thence further southward at right angles to Carpenter street fifty-four feet one inch to the north side of Carpenter street; and thence westward along the same sixteen feet to the place of beginning.

ALL THAT CERTAIN irredeemable yearly ground-rent of thirty-six dollars, silver, payable on the first day of November in each year, by William Franklin, his heirs and assigns, issuing out of a certain lot of ground, situate on the west side of Seventh street, at the distance of one hundred and fifty feet south of Lombard street; containing in front on said Seventh street thirty-six feet and in depth one hundred and two feet.

ALL THAT CERTAIN irredeemable yearly ground-rent of thirty dollars, silver, payable on the first day of May and November, in each year, by Thomas Ward, his heirs and assigns, issuing out of a certain lot of ground on the south side of Margaretta street, at the distance of two hundred and thirty feet east of Tenth street; containing in front on Margaretta street sixteen feet and in depth sixty-four feet to Hall street.

ALL THAT CERTAIN irredeemable yearly ground-rent of thirty-two dollars, silver, payable on the first day of May and November, in each year, by Daniel McCloskey, his heirs and assigns, issuing out of a certain lot of ground, situate on the south side of Margaretta street, at the distance of one hundred and fifty feet east of Tenth street; containing in front on Margaretta street sixteen feet and in depth sixty-four feet to Hall street.

ALL THAT CERTAIN irredeemable yearly ground-rent of thirty dollars, silver, payable on the first day of May and November in each year, by Patrick Mullen, his heirs and assigns, issuing out of a certain lot of ground, situate on the south side of Margaretta street, at the distance of one hundred and ninety-eight feet eastward from Tenth street; containing in front on Margaretta street sixteen feet and in depth sixty-four feet to Hall street.

ALL THAT CERTAIN irredeemable yearly ground-rent of nine dollars and sixty cents, payable on the first day of November, in each year, by James Hutton, his heirs and assigns, issuing out of a certain lot of ground, situate on the north side of a sixteen-feet-wide alley leading from Seventh to Eighth street, between Lombard and South streets, at the distance of one hundred and two feet from Seventh street; containing in front on said alley eighteen feet and in depth seventy-two feet.

ALL THAT CERTAIN irredeemable apportioned yearly ground-rent of thirty-two dollars, silver, payable on the first day of January and July in each year, by William Dyer, his heirs and assigns, issuing out of a certain lot of ground, situate on the west side of Eighth street, between Arch and Race streets, at the distance of fifty-two feet south of McAllister's court; containing in front on said Eighth street sixteen feet and in depth eighty feet.

ALL OF WHICH said lots of ground are situate in the city of Philadelphia.

THREE SHARES of the capital stock of the Harrisburg, Portsmouth and Mount Joy Railroad Company.

FIFTY-TWO SHARES of capital stock of the Chesapeake and Delaware Canal Company.

ELEVEN SHARES of the capital stock of the Union Mutual Insurance Company.

side of Carpenter street; and thence westward along the same sixteen feet to the place of beginning.

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See pg 16, O.C. acct of 1952
Sold Dec 1899

withdrawn, no value, see page 20 of acct filed in O.C. in 1952

SIX SHA[illegible] the capital stock [illegible] Philadelphia and Lancaster Turnpike Company.

THIRT[illegible]REE SHARES of [illegible] capital stock of the Pennsylvania and Ohio Canal Company.

NI[illegible]HARES of the [illegible]ck of the Danville and Pottsville Railroad Company.

T[illegible]TY-ONE S[illegible] of the capital stock of the Pennsylvania Bank.

[illegible]H in th[illegible] of the party of the first part, belonging to the estate of James Rus[illegible]ased.

[illegible]TH OF PENNSYLVANIA, } ss.
[illegible]F PHILADELPHIA, }

[illegible]he Sixth day of May

[illegible] of our Lord one thousand eight hundred and seventy-eight, before me, the subscriber, [illegible]ublic in and for the Commonwealth of Pennsylvania, residing in the city of Philadelphia, [illegible] appeared the above-named HENRY J. WILLIAMS, and in due form of law acknowledged [illegible]ing Indenture to be his act and deed, and desired the same might be recorded as such.

[illegible]tness my hand and official seal the day and year aforesaid.

George House
Notary Public

[illegible] the Sixth day of May

[illegible]r of our Lord one thousand eight hundred and seventy-eight, before me, the subscriber, a [illegible]ublic in and for the Commonwealth of Pennsylvania, residing in the city of Philadelphia, [illegible] appeared William Henry Rawle Secretary of the above-named [illegible]ary Company of Philadelphia, and one of the subscribing witnesses to the foregoing [illegible] who being duly Sworn according to law, did depose and say, that he was personally pr[illegible] the execution by the said corporation of the foregoing Indenture, and did see the corporate [illegible]al of The Library Company of Philadelphia duly affixed thereto, and that the seal so affixed thereto is the common or corporate seal of the said The Library Company of Philadelphia, and that the foregoing Indenture was duly sealed and delivered by and as and for the act and deed of the said The Library Company of Philadelphia, for the uses and purposes therein mentioned, in pursuance of a resolution of the Board of Directors thereof, dated the Second day of May, A. D. 1878, and that the signatures of this deponent and of the other subscribing witness to the execution of the said Indenture on the part of the said The Library Company of Philadelphia are in their respective proper handwriting.

Sworn and subscribed before me, this Sixth day of May A. D. 1878.
Witness my hand and official seal,

David F. Foley
Notary Public

Wm Henry Rawle

RECORDED in the Office for the Recording of Deeds, &c., for the county of Philadelphia, in Deed-book DHL, No. 172, page 121, &c.

Witness my hand and seal of office, this 7th day of May A. D. 1878.

Jos K Fleischer
Deputy Recorder

[illegible] southward at right angles to said Hall street fifty-four feet one inch; thence further southward at right angles to Carpenter street fifty-four feet one inch to the north side of Carpenter street; and thence westward along the same sixteen feet to the place of beginning.

Dated May 6th 1878

Deed.

HENRY J. WILLIAMS,

EXECUTOR OF THE WILL OF

JAMES RUSH, DECEASED,

TO

THE LIBRARY COMPANY OF PHILADELPHIA.

May 7/78

19.50
.50

February and August in each year, by Joseph D. Greene, his heirs and assigns, issuing out of a certain lot of ground situate on the north side of Carpenter street, beginning at a point thereon at the distance of one hundred and twenty-eight feet eastward from Tenth street; thence northward at right angles to Carpenter street fifty-two feet nine inches; thence further northward at right angles to Hall street fifty-two feet nine inches to the south side of said Hall street; thence eastward along the same sixteen feet; thence southward at right angles to said Hall street fifty-four feet one inch; thence further southward at right angles to Carpenter street fifty-four feet one inch to the north side of Carpenter street; and thence westward along the same sixteen feet to the place of beginning.

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Colors by Munsell Color Services Lab

This Indenture, MADE this twenth-third day of May, in the year of our Lord one thousand eight hundred and seventy-eight, between THE LIBRARY COMPANY OF PHILADELPHIA, of the first part, and HENRY J. WILLIAMS, of the city of Philadelphia, Esquire, executor of the last will and testament of JAMES RUSH, deceased, of the other part.

Whereas, In pursuance of a certain decree of the Court of Common Pleas, No. 1, of Philadelphia County, in equity, to September Term, 1877, No. 1296, in a cause wherein the party of the second part hereto was complainant and the party of the first part hereto and others were defendants, a certain Indenture dated the sixth day of May, A. D. 1878, recorded at Philadelphia, in Deed-book D. H. L., No. 172, page 121, &c., was made and executed, whereby the party of the second part hereto did grant and convey unto the party of the first part hereto, its successors and assigns, *inter alia,* the nine yearly ground-rents hereinafter particularly described;

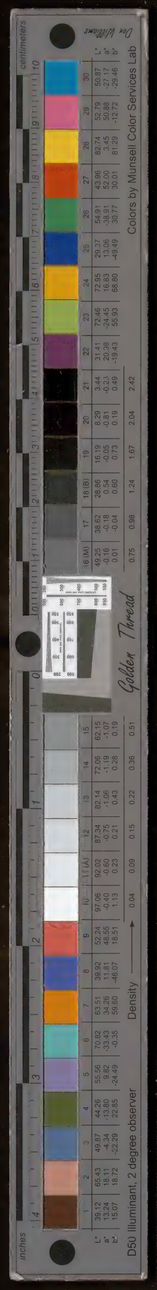
And Whereas, On the eighteenth day of May, 1878, the said cause coming on to be re-heard upon the petition of the party of the second part hereto, praying for a modification of the said decree so theretofore made, and upon the answer thereto of the party of the first part, and it appearing to the Court that the said yearly ground-rents, through an inadvertence, were not excepted from the properties by said decree ordered to be conveyed to the said party of the first part, but though it was requisite that they should be converted into cash by the said party of the second part hereto, for the necessary purposes of the will, had been inadvertently ordered by the said decree to be so conveyed by him, and had been so conveyed by the said Indenture, It was ordered and decreed that the said error so inadvertently made should be corrected, and to this end that the said yearly ground-rents should be forthwith reconveyed by the party of the first part hereto to the said party of the second part hereto, with such effect that the same should revest in him as though the original decree and the said Indenture executed in pursuance thereof had never been made, And that upon the execution and delivery of said deed of reconveyance, the said party of the second part hereto should sell and convert the same into cash, and that any balance of the proceeds of said conversion remaining after all the requirements of him, the said party of the second part hereto, had been fully met, should be assigned to the said party of the first part hereto, to be held by it upon the trusts and conditions set forth in the said Indenture, as though such balance had been specifically described therein.

Now this Indenture Witnesseth, That the said party of the first part, in consideration of the premises and of the sum of one dollar, lawful money of the United States, to it paid by the party of the second part at and before the execution and delivery hereof, the receipt whereof is hereby acknowledged, and in obedience to and in execution of the said last-mentioned decree of the said Court, hath granted, bargained, sold, aliened, assigned, transferred and set over, and by these presents doth hereby grant, bargain, sell, alien, assign, transfer and set over unto the said party of the second part hereto, his heirs and assigns, all those the aforesaid nine yearly ground-rents, that is to say:—

ALL THAT CERTAIN yearly ground-rent of eight hundred and forty dollars, payable on the first day of January and July in each year, by Elizabeth Woodhull Freeman *et al.*, their heirs and assigns, issuing out of a certain lot of ground, with the three-story brick messuage thereon erected, situate on the south side of Walnut street, between Eleventh and Twelfth streets, at the distance of seventy feet six inches west of Quince street; containing in breadth on Walnut street twenty-three feet six inches and in depth one hundred and five feet.

ALL THAT CERTAIN yearly ground-rent of seventy-two dollars, payable on the first day of February and August in each year, by Peter McAnally, his heirs and assigns, issuing out of a certain lot of ground situate on the north side of Carpenter street, beginning at a point thereon at the distance of one hundred and forty-four feet east of Tenth street; thence northward at right angles with said Carpenter street fifty-four feet one inch; thence further northward at right angles with Hall street fifty-four feet one inch to the south side of said Hall street; thence eastward along the same sixteen feet; thence southward at right angles with said Hall street fifty-five feet five inches; thence further southward at right angles with Carpenter street fifty-five feet five inches to the north side of Carpenter street, and thence westward along the same sixteen feet to the place of beginning.

ALL THAT CERTAIN yearly ground-rent of ninety-six dollars, payable on the first day of February and August in each year, by Joseph D. Greene, his heirs and assigns, issuing out of a certain lot of ground situate on the north side of Carpenter street, beginning at a point thereon at the distance of one hundred and twenty-eight feet eastward from Tenth street; thence northward at right angles to Carpenter street fifty-two feet nine inches; thence further northward at right angles to Hall street fifty-two feet nine inches to the south side of said Hall street; thence eastward along the same sixteen feet; thence southward at right angles to said Hall street fifty-four feet one inch; thence further southward at right angles to Carpenter street fifty-four feet one inch to the north side of Carpenter street; and thence westward along the same sixteen feet to the place of beginning.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ALL THAT CERTAIN irredeemable yearly ground-rent of thirty-six dollars, silver, payable on the first day of November in each year, by William Franklin, his heirs and assigns, issuing out of a certain lot of ground situate on the west side of Seventh street, at the distance of one hundred and fifty feet south of Lombard street; containing in front on said Seventh street thirty-six feet and in depth one hundred and two feet.

ALL THAT CERTAIN irredeemable yearly ground-rent of thirty dollars, silver, payable on the first day of May and November in each year, by Thomas Ward, his heirs and assigns, issuing out of a certain lot of ground on the south side of Margaretta street, at the distance of two hundred and thirty feet east of Tenth street; containing in front on Margaretta street sixteen feet and in depth sixty-four feet to Hall street.

ALL THAT CERTAIN irredeemable yearly ground-rent of thirty-two dollars, silver, payable on the first day of May and November in each year, by Daniel McCloskey, his heirs and assigns, issuing out of a certain lot of ground situate on the south side of Margaretta street, at the distance of one hundred and fifty feet east of Tenth street; containing in front on Margaretta street sixteen feet and in depth sixty-four feet to Hall street.

ALL THAT CERTAIN irredeemable yearly ground-rent of thirty dollars, silver, payable on the first day of May and November in each year, by Patrick Mullen, his heirs and assigns, issuing out of a certain lot of ground situate on the south side of Margaretta street, at the distance of one hundred and ninety-eight feet eastward from Tenth street; containing in front on Margaretta street sixteen feet and in depth sixty-four feet to Hall street.

ALL THAT CERTAIN irredeemable yearly ground-rent of nine dollars and sixty cents, payable on the first day of November in each year, by James Hutton, his heirs and assigns, issuing out of a certain lot of ground situate on the north side of a sixteen feet wide alley leading from Seventh to Eighth street, between Lombard and South streets, at the distance of one hundred and two feet from Seventh street; containing in front on said alley eighteen feet and in depth seventy-two feet.

ALL THAT CERTAIN irredeemable apportioned yearly ground-rent of thirty-two dollars, silver, payable on the first day of January and July in each year, by William Dyer, his heirs and assigns, issuing out of a certain lot of ground situate on the west side of Eighth street, between Arch and Race streets, at the distance of fifty-two feet south of McAllister's court; containing in front on said Eighth street sixteen feet and in depth eighty feet.

TOGETHER with all and singular the ways, means, rights, privileges, remedies, rights and power of entry, distress and of re-entry, and all other the covenants, ways, means and remedies for recovering payment of the aforesaid yearly ground-rents, and the arrearages thereof, and all and singular the other rights, incidents and appurtenances whatsoever thereto belonging, and the reversions and remainders thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said party of the first part hereto, either in law or equity, as well of, in, to and out of the said yearly rent or sum hereby granted and extinguished, as also of, in and to the lots or pieces of ground, with the appurtenances, for and out of which the said rents issue and are payable.

TO HAVE AND TO HOLD the same to the said party of the second part hereto, his heirs and assigns, to and for his and their only proper use and behoof forever, IN TRUST, nevertheless, to, for and upon the uses, trusts, objects, intents and purposes set forth in and by the said recited last-mentioned decree of the said Court, and to and for no other uses whatsoever—that is to say, IN TRUST, to sell and convert the same into cash, and as to any balance of the proceeds of said conversion remaining after all the requirements of him, the said party of the second part hereto, shall be fully paid and discharged therefrom, IN TRUST, to assign and transfer the same unto the said party of the first part hereto, to be held by it upon the trusts and conditions in the aforesaid Indenture mentioned, as though such balance had been specifically described therein.

In Witness Whereof, The party of the first part has hereunto set its corporate seal, the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

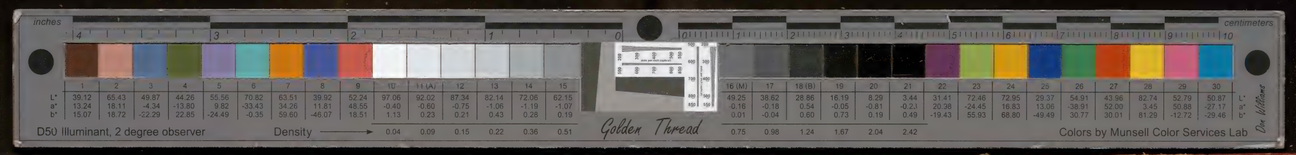
Wm Henry Rawle

Angelo T. Freedley

Attest

Wm Henry Rawle

Secretary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COMMONWEALTH OF PENNSYLVANIA, }
CITY OF PHILADELPHIA, } *ss.*

On the twenty-third day of May, in the year of our Lord one thousand eight hundred and seventy-eight, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in the city of Philadelphia, personally appeared WILLIAM HENRY RAWLE, Secretary of The Library Company of Philadelphia aforesaid, and one of the subscribing witnesses to the foregoing Indenture, who, being duly sworn according to law, did depose and say, that he was personally present at the execution by the said corporation of the foregoing Indenture, and did see the corporate seal of The Library Company of Philadelphia duly affixed thereto, and that the seal so affixed thereto is the common or corporate seal of the said The Library Company of Philadelphia, and that the foregoing Indenture was duly sealed and delivered by and as and for the act and deed of the said The Library Company of Philadelphia, for the uses and purposes therein mentioned, in pursuance of a resolution of the Board of Directors thereof, dated the sixteenth day of May, A. D. 1878, and that the signatures of this deponent and of the other subscribing witness to the execution of the said Indenture on the part of the said The Library Company of Philadelphia are in their respective proper handwriting.

Sworn and subscribed before me, this twenty-third day of May, A. D. 1878.

Witness my hand and official seal.

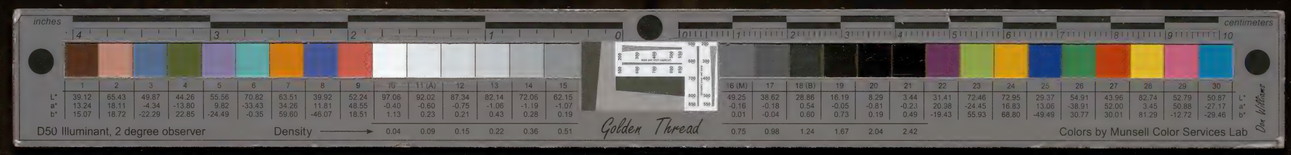
David F. Foley
Notary Public

Wm Henry Rawle

RECORDED in the Office for the Recording of Deeds, &c., for the county of Philadelphia in Deed-book D. X. L., No. 175, page 124, &c.

Witness my hand and seal of office, this 24th day of May A. D. 1878.

Jos K Fleischer
Deputy Recorder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Deed.

The Liberty Corporation Insurance

to

HENRY J. WILLIAMS

Business as "The Wm. H.

Jones Ideal Dairy"

May 23rd 1878.

Deed.

THE LIBRARY COMPANY OF PHILADELPHIA

TO

HENRY J. WILLIAMS,

EXECUTOR OF THE WILL OF

JAMES RUSH, DECEASED.

May 24. 1878

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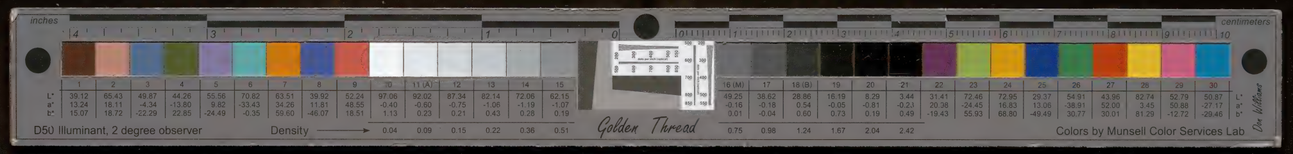
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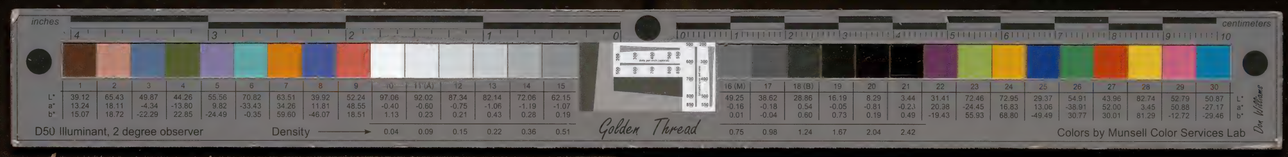
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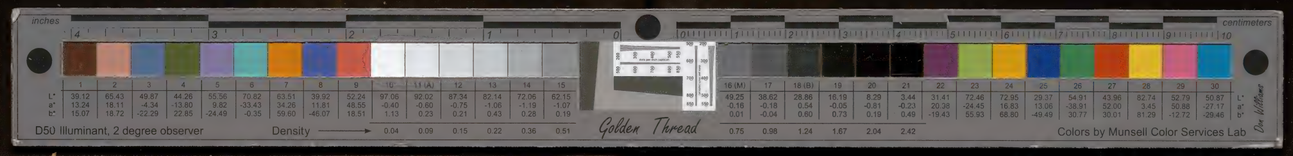
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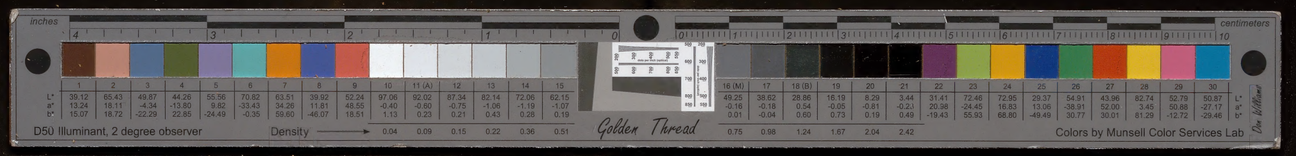
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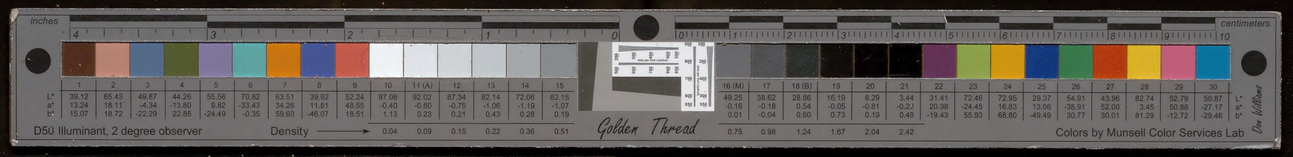
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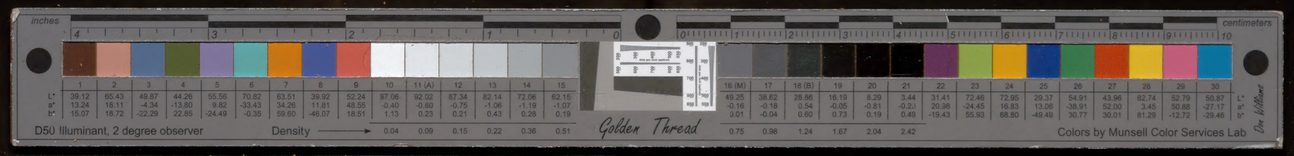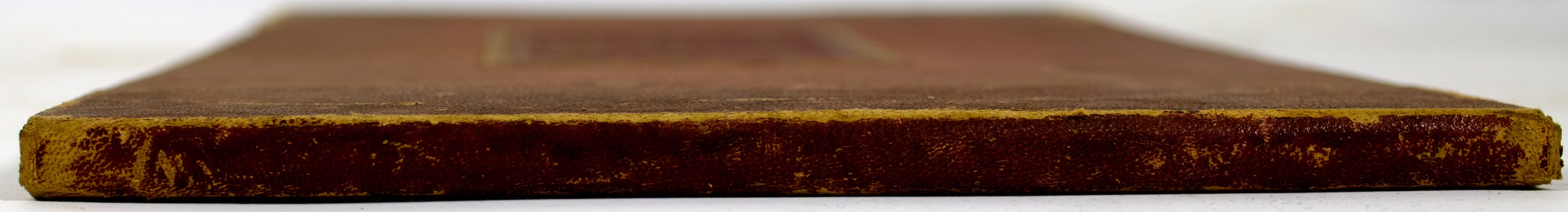
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